

IN THE UNITED STATES BANKRUPTCY COURT  
WESTERN DISTRICT OF MISSOURI  
(KANSAS CITY)

In Re:	)	
	)	Case Number: 10-45064
ANTHONY WAYNE BARNHART, JR.,	)	
	)	
Debtor.	)	
	)	Chapter 7
<hr/>		
ANTHONY WAYNE BARNHART, JR.,	)	
	)	
Plaintiff,	)	
v.	)	
U.S. DEPARTMENT OF EDUCATION,	)	Adversary No.: 13-04184
AMERICAN EDUCATION SERVICES,	)	Honorable Cynthia A. Norton
SALLIE MAE SERVICING L.P.,	)	
NEL-NET, INC, MOHELA, ECMC,	)	
METROPOLITAN COMMUNITY COLLEGE,	)	
Defendants.	)	

**MOHELA'S ANSWER TO PLAINTIFF'S COMPLAINT  
TO DETERMINE DISCHARGEABILITY**

COMES NOW Defendant The Higher Education Loan Authority of the State of Missouri (“MOHELA”) by and through its undersigned counsel, and for its Answer to Plaintiff’s Complaint to Determine Dischargeability (“Complaint”) states:

1. Admit
2. Admit
3. Admit

**JURISDICTION**

4. Admit
5. Admit

**VENUE**

6. MOHELA admits the Plaintiff filed his petition for relief under Chapter 7 of the U.S. Bankruptcy Code on September 21, 2010, but is without sufficient information to either admit or deny the allegation regarding Plaintiff’s current residence and so denies the same.

**US DEPARTMENT OF EDUCATION**

7. MOHELA is without sufficient information to either admit or deny the allegations in paragraph 7 and so denies the same.

8. MOHELA is without sufficient information to either admit or deny the allegations in paragraph 8 and so denies the same.

9. The allegations in paragraph 9 are ambiguous as to the identity of the Defendant to which it refer and so MOHELA is without sufficient knowledge to admit or deny the allegations and so denies the same.

**AES**

10. MOHELA is without sufficient information to either admit or deny the allegation in paragraph 10 and so denies the same.

11. The allegations in paragraph 11 are ambiguous as to the identity of the Defendant to which it refers and so MOHELA is without sufficient knowledge to admit or deny the allegations and so denies the same.

**SALLIE MAE, INC.**

12. MOHELA is without sufficient information to either admit or deny the allegation in paragraph 12 and so denies the same.

13. The allegations in paragraph 13 are ambiguous as to the identity of the Defendant to which it refers and so MOHELA is without sufficient knowledge to admit or deny the allegations and so denies the same.

**NELNET**

14. MOHELA is without sufficient information to either admit or deny the allegation in paragraph 14 and so denies the same.

15. The allegations in paragraph 15 are ambiguous as to the identity of the Defendant to which it refers and so MOHELA is without sufficient knowledge to admit or deny the allegations and so denies the same.

**MOHELA**

16. MOHELA admits that it maintains an office at 633 Spirit Drive, Chesterfield, Missouri 63005 but denies that service of this Complaint upon this address only complies with Bankruptcy Rule 7004.

17. MOHELA admits that Plaintiff is indebted to MOHELA on six (6) student loans in with an aggregate balance of principal, interest and fees in the approximate sum of \$47,023.72 as of February 28, 2014.

**METROPOLITAN COMMUNITY COLLEGE**

18. MOHELA is without sufficient information to either admit or deny the allegation in paragraph 18 and so denies the same.

19. The allegations in paragraph 19 are ambiguous as to the identity of the Defendant to which it refers and so MOHELA is without sufficient knowledge to admit or deny the allegations and so denies the same.

20. MOHELA admits that Plaintiff is indebted to MOHELA on six (6) student loans debts but is without sufficient knowledge to admit or deny the allegations and so denies the same.

21. The allegations in paragraph 21 are vague and ambiguous and so MOHELA is without sufficient knowledge to admit or deny the allegations and so denies the same.

22. MOHELA admits that Plaintiff is indebted to MOHELA on six (6) student loans which are excepted from discharge under 11 U.S.C. §523(a)(8) but is without knowledge of the date that all of the loans at issue in this Complaint became due and owing or on what date the loans were incurred and so denies the same.

23. MOHELA is without sufficient information at this time to either admit or deny the allegation in paragraph 23 and so denies the same.

24. MOHELA is without sufficient information to either admit or deny the allegation in paragraph 24 and so denies the same.

25. MOHELA is without sufficient information at this time to either admit or deny the allegation in paragraph 25 and so denies the same.

WHEREFORE, Defendant The Higher Education Loan Authority of the State of Missouri, having filed its Answer respectfully requests that this Court dismiss Plaintiffs' Complaint as to Defendant and award it costs and expenses incurred herein and grant such other and further relief that the Court deems just and equitable.

Respectfully Submitted,

KRAMER & FRANK, P.C.

/s/ EvaMarie Kozeny

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**CERTIFICATE OF SERVICE**

I, the undersigned, do hereby certify the following was served by electronic transmission pursuant to the Electronic Case Filing System of this Court, and written notice was mailed to parties who do not receive electronic notice in the above cause, by mailing the same via United States Mail, first class, postage prepaid on the 31<sup>st</sup> day of March, 2014, addressed to the following:

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/s/ M. Eggert